

Exhibit 1

ARM-438375

CONFIDENTIAL

LES-LTR-38841
SP-Version: 4.0

ANNEX 1

QUALCOMM GLOBAL TRADING PTE, LTD.

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit 2

Page 1

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE DISTRICT OF DELAWARE
C.A. No. 24-490-MN

-----x
4 QUALCOMM INCORPORATED, a Delaware
5 corporation, QUALCOMM TECHNOLOGIES, INC.,
6 a Delaware corporation,
7 Plaintiffs,
8 - against -
9 ARM HOLDINGS PLC, f/k/a ARM LTD., a U.K.
10 corporation

Defendant.

-----x
11 October 3, 2025
12 9:02 a.m.

13
14 *HIGHLY CONFIDENTIAL*

15
16 VIDEOTAPED DEPOSITION of THOMAS
17 BRITVEN, held at the offices of PAUL WEISS
18 RIFKIND WHARTON & GARRISON, LLP, located at
19 1285 Avenue of the Americas, New York, New
20 York 10019, before Anthony Giarro, a
21 Registered Professional Reporter, a Certified
22 Realtime Reporter and a Notary Public of the
23 State of New York.
24
25

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1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL
2 things that are going on. And I don't
3 think Dr. Kennedy is accounting for those
4 things, including, for example, the
5 differences between [REDACTED] and Qualcomm.
6 So [REDACTED] -- I'm sorry.
7 [REDACTED] and -- that's right. [REDACTED] and
8 Qualcomm. So, for example, [REDACTED]
9 [REDACTED], and Qualcomm [REDACTED] [REDACTED]. And there are
10 some other things listed in my report.
11 Q So how would you do an
12 apportionment --
13 MR. EVANGELATOS: Objection.
14 Q -- of the license fees in
15 the [REDACTED] agreement?
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 Q You don't disagree that an
22 apportionment analysis can be conducted;
23 correct?
24 MR. EVANGELATOS: Objection,
25 form.

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1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL
2 A For what purpose?
3 Q Putting aside the purpose,
4 you agree that an apportionment analysis
5 can be conducted of the [REDACTED] license
6 fee; correct?
7 MR. EVANGELATOS: Objection,
8 form.
9 A Any apportionment analysis
10 can be done. The one that Dr. Kennedy
11 did, I don't understand the context of
12 your question.
13 Q You disagree with the way
14 Dr. Kennedy conducted the apportionment
15 analysis, but you agree that an
16 apportionment analysis can be conducted
17 of the [REDACTED] license fee; correct?
18 MR. EVANGELATOS: Objection,
19 form.
20 A I don't understand the
21 question well enough to answer it. Can
22 be performed, for what purpose, in what
23 context?
24 Q So I want to --
25 A To do what?

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1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL
2 Q In your report --
3 A I'm asking a question. To
4 do what?
5 Q I'm asking the questions.
6 A Okay.
7 Q You discuss ways that an
8 apportionment analysis can be conducted
9 in your report; correct?
10 A Yes.
11 Q Let's go to that. Let's go
12 to paragraph 147 of your report.
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

16 (Pages 58 - 61)

[illegible]

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1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL

2 yes.

3 MS. ZAPPALA: We've been

4 going for over an hour. Why don't we

5 take a break.

6 MR. EVANGELATOS: A break

7 okay with you or you want to keep

8 going?

9 THE WITNESS: No. That's

10 fine.

11 THE VIDEOGRAPHER: Off the

12 record 10:13, ending Media Unit

13 No. 1.

14 (A short recess was taken.)

15 THE VIDEOGRAPHER: On the

16 record 10:26, starting Media Unit

17 No. 2.

18 Q Mr. Britven, before the

19 break, we were talking about

20 paragraph 147 of your report.

21 A 147, yes, ma'am.

22 Q And in this paragraph, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]; correct?

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1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16 Q Going back to the question

17 of an apportionment analysis, Dr. Kennedy

18 conducted an apportionment analysis;

19 correct?

20 A He attempted to. It's

21 incomplete and inaccurate.

22 Q And you agree that one can

23 attempt to do an apportionment analysis

24 of the [REDACTED] license fee; correct?

25 A One can attempt to do that,

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1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL

2 MR. EVANGELATOS: Objection,

3 form.

4 A [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11 Q Right.

12 So you say [REDACTED]

[REDACTED]

[REDACTED];

15 correct?

16 A Correct.

17 Q [REDACTED]

[REDACTED]

[REDACTED]; correct?

20 A [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

25 Q And earlier, you testified

<p style="text-align: right;">Page 198</p> <p>1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL</p> <p>2 Q I want to go to Exhibit 7</p> <p>3 which is the [REDACTED]</p> <p>4 A Yes, ma'am.</p> <p>5 Q Then if you go to Footnote</p> <p>6 281 of your report --</p> <p>7 MR. EVANGELATOS: It's</p> <p>8 page 50.</p> <p>9 A Oh. So here, I'm</p> <p>10 referencing an interview relative to some</p> <p>11 aspect of this [REDACTED]. So maybe I did talk</p> <p>12 to the ARM people about it.</p> <p>13 Q But you don't remember</p> <p>14 Mr. Bhatnagar telling you that [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] ? You don't remember that?</p> <p>20 MR. EVANGELATOS: Objection,</p> <p>21 form.</p> <p>22 A I had a difficult time</p> <p>23 capturing everything you said; however,</p> <p>24 it looks like I'm citing to an interview</p> <p>25 relative to Footnote 281 that describes</p>	<p style="text-align: right;">Page 200</p> <p>1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL</p> <p>2 [REDACTED] can you tell me</p> <p>3 where it says that in the [REDACTED] license</p> <p>4 agreement?</p> <p>5 A Where it says that in the</p> <p>6 agreement?</p> <p>7 Q Yes.</p> <p>8 A Okay. So I reference [REDACTED] and</p> <p>9 [REDACTED]</p> <p>10 Q Mr. Britven, are you not</p> <p>11 able to identify where --</p> <p>12 MR. EVANGELATOS: He's</p> <p>13 reading the agreement. Let him</p> <p>14 finish. And then he'll answer your</p> <p>15 question.</p> <p>16 MS. ZAPPALA: He's using</p> <p>17 record time.</p> <p>18 MR. EVANGELATOS: You asked</p> <p>19 him a question. You asked him to</p> <p>20 review the document. So he's doing</p> <p>21 that. So let's give him another</p> <p>22 couple of minutes. And then let him</p> <p>23 answer.</p> <p>24 MS. ZAPPALA: Let the record</p> <p>25 reflect Mr. Britven has been looking</p>
<p style="text-align: right;">Page 199</p> <p>1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL</p> <p>2 the topic here. I understand that</p> <p>3 [REDACTED]</p> <p>[REDACTED]</p> <p>5 with [REDACTED] including</p> <p>6 [REDACTED] and [REDACTED], and that if [REDACTED] was</p> <p>7 [REDACTED]</p> <p>8 [REDACTED],</p> <p>9 and the citation includes a reference to</p> <p>10 my interview.</p> <p>11 Q And then you also cite,</p> <p>12 according to the footnote, the [REDACTED]</p> <p>13 license agreement which is Exhibit 7;</p> <p>14 correct?</p> <p>15 A Yes, based upon what I'm</p> <p>16 seeing here in this page, I likely talk</p> <p>17 to the ARM folks about [REDACTED]. I don't</p> <p>18 know that that answers your question, if</p> <p>19 that was determinative in terms of</p> <p>20 [REDACTED] as the [REDACTED]</p> <p>21 [REDACTED]. But it looks like it was part of</p> <p>22 the discussion.</p> <p>23 Q And going to Exhibit 7,</p> <p>24 which you cite as the basis for the [REDACTED]</p> <p>25 royalty rate being [REDACTED] percent [REDACTED]</p>	<p style="text-align: right;">Page 201</p> <p>1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL</p> <p>2 at this agreement for quite some</p> <p>3 time.</p> <p>4 MR. EVANGELATOS: And let</p> <p>5 the record reflect that counsel asked</p> <p>6 him to do that.</p> <p>7 MS. ZAPPALA: I asked him to</p> <p>8 identify where in the agreement the</p> <p>9 royalty rate was [REDACTED] percent.</p> <p>10 MR. EVANGELATOS: Which</p> <p>11 requires you to read the document.</p> <p>12 Keep going. Go ahead if you can</p> <p>13 answer the question.</p> <p>14 A I looked at this footnote</p> <p>15 before. I can't seem to find it</p> <p>16 currently.</p> <p>17 Q Okay.</p> <p>18 A I know it's in here. But</p> <p>19 it's not coming back to me, how we got</p> <p>20 there. So I don't think I can do this</p> <p>21 right now. I don't want to waste any</p> <p>22 more of your time on the record.</p> <p>23 Q So your understanding is</p> <p>24 [REDACTED] as the [REDACTED]</p> <p>25 [REDACTED] for [REDACTED] based on this</p>

51 (Pages 198 - 201)

<p style="text-align: right;">Page 350</p> <p>1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL</p> <p>2 A That was my initial job for</p> <p>3 a couple of years out of college.</p> <p>4 Q Do you recall being asked</p> <p>5 today, some questions about whether you</p> <p>6 ever examined specific cores that</p> <p>7 Qualcomm or combinations of cores that</p> <p>8 Qualcomm puts in an SoC?</p> <p>9 MS. ZAPPALA: Objection to</p> <p>10 form.</p> <p>11 A Only generally in terms of</p> <p>12 kind of what goes into each core and how</p> <p>13 the total compute. Is that where you're</p> <p>14 going with your question?</p> <p>15 Q Well, let me ask a different</p> <p>16 question.</p> <p>17 A Yes.</p> <p>18 Q Are you offering any</p> <p>19 technical opinions regarding the contents</p> <p>20 of any Qualcomm SoCs in this case?</p> <p>21 A No.</p> <p>22 Q Do you recall today a few</p> <p>23 times, you were asked about the [REDACTED]</p> <p>24 agreement, and you were asked to review</p> <p>25 the [REDACTED] agreement to talk about where</p>	<p style="text-align: right;">Page 352</p> <p>1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL</p> <p>2 other evidence in this case?</p> <p>3 A My interview with</p> <p>4 Mr. Bhatnagar, as well as interrogatory</p> <p>5 responses and other things.</p> <p>6 Q And was that interview with</p> <p>7 just Mr. Bhatnagar or were there others</p> <p>8 present as well?</p> <p>9 A There would have been others</p> <p>10 present.</p> <p>11 Q That's Mr. Youssef?</p> <p>12 A Yes.</p> <p>13 Q And Mr. Shivashankar?</p> <p>14 A Correct.</p> <p>15 Q So the interview you had</p> <p>16 with those three individuals also was</p> <p>17 part of the basis for your opinions</p> <p>18 regarding the [REDACTED] agreement; fair?</p> <p>19 A From my understanding of the</p> <p>20 [REDACTED] agreement, yes, especially</p> <p>21 relative to the [REDACTED].</p> <p>22 Q Do you remember also</p> <p>23 generally being asked about specifically</p> <p>24 whether ARM faced risk and considered</p> <p>25 whether it faced risk when it made an</p>
<p style="text-align: right;">Page 351</p> <p>1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL</p> <p>2 in that agreement, there may have been a</p> <p>3 [REDACTED]</p> <p>4 royalty rate is [REDACTED]</p> <p>5 [REDACTED]?</p> <p>6 MS. ZAPPALA: Objection to</p> <p>7 form.</p> <p>8 A Yes. I remember looking at</p> <p>9 that.</p> <p>10 Q And so let's take a look at</p> <p>11 your report real quick and specifically</p> <p>12 to Footnote 281. Let me know when you're</p> <p>13 there.</p> <p>14 A I'm there. This is part of</p> <p>15 that [REDACTED] license discussion.</p> <p>16 Q So do you remember being</p> <p>17 asked about Footnote 281 today?</p> <p>18 A Yes. And I was specifically</p> <p>19 asked to identify where in the [REDACTED]</p> <p>20 agreement, there was a [REDACTED] royalty rate.</p> <p>21 Q And so you looked at the</p> <p>22 document itself; right?</p> <p>23 A Correct.</p> <p>24 Q Now, was your analysis of</p> <p>25 the [REDACTED] agreement informed by any</p>	<p style="text-align: right;">Page 353</p> <p>1 THOMAS BRITVEN -- HIGHLY CONFIDENTIAL</p> <p>2 offer to Qualcomm?</p> <p>3 MS. ZAPPALA: Objection to</p> <p>4 form.</p> <p>5 A Yes. That was a topic of</p> <p>6 conversation during the deposition.</p> <p>7 Q And I apologize. I don't</p> <p>8 remember the specific page that that</p> <p>9 bullet is on.</p> <p>10 A It was the last bullet in a</p> <p>11 series.</p> <p>12 Q If you know where that is,</p> <p>13 if you could take us there, I'd</p> <p>14 appreciate that. I guess 172. I guessed</p> <p>15 correct. 172, let's go there.</p> <p>16 A Yes.</p> <p>17 Q What type of risk were you</p> <p>18 referring to here when you made this</p> <p>19 comment in your report?</p> <p>20 A [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]. Working</p>

Exhibit 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD.,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 22-1146 (MN)
)	
QUALCOMM INC., QUALCOMM)	CONFIDENTIAL – FILED UNDER
TECHNOLOGIES, INC. and NUVIA, INC.,)	SEAL
)	
Defendants.)	

**DEFENDANTS’ OPENING BRIEF IN SUPPORT OF THEIR
MOTION FOR SUMMARY JUDGMENT**

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July 10, 2024

he discusses “have not yet transpired.” Ex. 16 at ¶¶ 14, 39; Ex. 17 at 83:3–87:4, 181:15–182:3. In light of the testimony from Arm’s executives and expert, Arm cannot credibly argue that it suffered any concrete injury caused by Defendants’ alleged breach. *See, also* Ex. 43 at 60:8 – 61:1.

2. *Arm’s Theories of Future Injury Are Inadequate*

Once the elements for a breach of contract have been established, California courts may award the remedy of specific performance where the plaintiff shows, among other things, that a party lacks “an adequate remedy by way of an action in damages for breach of contract.” *Wilkison v. Wiederkehr*, 124 Cal. Rptr. 2d 631, 640 (Ct. App. 2002). California courts recognize limited situations in which damages are an inadequate remedy for breach of contract. Damages may be inadequate in light of “the unique nature of the property” at issue or “its lack of a determinable market value.” Within § 800. Damages may also be inadequate where “an accurate assessment of damages would be far too difficult and require much speculation.” *Tamarind Lithography Workshop, Inc. v. Sanders*, 193 Cal. Rptr. 409, 412 (Ct. App. 1983); *see Union Oil Co. of Cal. v. Greka Energy Corp.*, 80 Cal. Rptr. 3d 738, 741–43 (Ct. App. 2008) (“palpable risk” of groundwater contamination, gas leaks, third-party liability, and public-image deterioration subjected Unocal to “substantial and continuing exposure to third party liability”). Where specific performance is unavailable, so too are damages incidental to specific performance. *Paratore v. Perry*, 48 Cal. Rptr. 682, 685 (Ct. App. 1966); *Rose v. Lawton*, 29 Cal. Rptr. 844, 847 (Ct. App. 1963).

Even if Arm had established the elements for a claim of breach of contract, Arm cannot justify a request for a remedy of specific performance. To support a claim for specific performance, Arm asserts hypothetical future injuries. None suffices: each is speculative and can be remedied with money damages.

Arm’s expert, Todd Schoettelkotte discusses five categories of potential harms Arm “may” or “could” experience in the future: potential harm to (1) Arm’s “licensing ecosystem”; (2) Arm’s

“first mover advantage” from competition; (3) Arm’s expansion into the server market, which was allegedly hampered when Nuvia’s acquisition diverted its efforts to develop an Arm-compliant core for servers; (4) Arm’s investment in research and development; and (5) Arm’s reputation and goodwill. Ex. 18 at ¶¶ 71–136. Schoettelkotte offers the opinion that money damages are not adequate to remedy those “harms” that Arm might suffer in the future if specific performance is not awarded. *Id.* at ¶ 14; Ex. 16 at ¶¶ 14, 39, 50.² In offering that opinion, he is not opining as an expert that Defendants harmed Arm or will cause it future harm, he is identifying future harms claimed by Arm and opining on the issue of whether monetary damages can be adequate. Ex. 17 at 38:12–41:18. And he is relying on statements from Arm witnesses expressing concern about how Defendants’ alleged breach might affect Arm in the future and then opining on whether an award of damages would remedy such alleged harms. *Id.*

There is no record evidence that any of the potential harms cited by Schoettelkotte are likely to arise. Schoettelkotte made clear that he is not opining on the probability of any future harms occurring. Ex. 17 at 90:12–92:2, 135:3–10, 142:4–14, 144:14–146:12, 176:2–7. No such harms materialized after Qualcomm launched its Arm-compliant microprocessors in October 2023. And the primary “evidence” Schoettelkotte relies on is speculation by Arm witnesses. *E.g.*, Ex. 18 at ¶¶ 72–136 & nn.184–330. That speculation is not enough to survive summary judgment. *See Halsey v. Pfeiffer*, 750 F.3d 273, 287 (3d Cir. 2014).

Arm also has not shown that damages are inadequate to remedy its possible future harms. Schoettelkotte does not opine that a breach of the Nuvia ALA by itself would mean that money damages are inadequate; instead, he states that an alleged breach would have to be combined with

² Defendants are moving to exclude Schoettelkotte’s report under *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579 (1993). If his report is excluded, it should be disregarded for purposes of summary judgment. Fed. R. Civ. P. 56(c)(2).

an order of this Court denying specific performance. Ex. 18 at ¶ 14; Ex. 16 at ¶¶ 14, 39, 50; Ex. 17 at 84:22–85:2. But in opining on the effect of the Court’s potential future order, Schoettelkotte admits that he lacks any knowledge of how Arm licensees would react to an award of money damages, as opposed to an order of specific performance, or even if licensees know what relief Arm is seeking in this case. Ex. 17 at 106:17–108:15, 109:21–110:14, 140:13–142:3. And with respect to competitive harm, lost profits or royalties are the very sort of knowable and quantifiable damages typically awarded in intellectual-property disputes—as Schoettelkotte has conceded. *Id.* at 52:24–56:2; *Versata Software, Inc. v. SAP Am., Inc.*, 717 F.3d 1255, 1263–64, 1267 (Fed. Cir. 2013); *Green River Bottling Co. v. Green River Corp.*, 997 F.2d 359, 363 (7th Cir. 1993). Arm thus cannot show lack of an adequate remedy at law, nor can it show injury.

B. Qualcomm Is Not a Party to the Nuvia ALA

A defendant cannot be liable for breaching a contract to which it is not a party. *See, e.g., Tiffany & Co. v. Spreckels*, 262 P. 742, 747 (Cal. 1927); *Tri-Continent Int’l Corp. v. Paris Sav. & Loan Ass’n*, 16 Cal. Rptr. 2d 508, 511 (Ct. App. 1993). The Nuvia ALA lists only Arm Limited and Nuvia, Inc., as parties; it does not list Qualcomm. *See* Ex. 5 at 1; *see also id.* at § [REDACTED].³ Recognizing that problem, Arm alleges that “Qualcomm is subject to Nuvia’s termination requirements as the acquirer of Nuvia.” D.I. 1 at ¶ 43. There is no evidence that Nuvia assigned the Nuvia ALA to Qualcomm.

Nor did Qualcomm’s acquisition of Nuvia transfer the Nuvia ALA to Qualcomm by operation of law. Qualcomm acquired Nuvia through a reverse triangular merger. Under the merger agreement, governed by Delaware law, a wholly owned subsidiary of Qualcomm merged with and into Nuvia, with Nuvia surviving as a wholly owned subsidiary of Qualcomm and the

³ At the time, Nuvia was independent and unrelated to Qualcomm. *Compare* Ex. 5 at 1 (effective date of Sept. 27, 2019), *with* Ex. 19 (executed Jan. 12, 2021).

product “incorporating any of the ARM Technology”). Dhar tries to avoid that problem by asserting that “compliance” requires verification through Arm’s testing suite. Ex. 32 at ¶ 117; Ex. 33 at ¶ 23. But even assuming *Qualcomm* and *Arm* understood compliance that way, there is no evidence that *Qualcomm’s current and potential customers* would understand it that way. Accordingly, even if admissible, Dhar’s reports do not create a fact issue on whether Qualcomm’s use of the ARM marks would have confused its customers concerning Qualcomm’s relationship with Arm.

VII. CONCLUSION

The motion for summary judgment should be granted.

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July 10, 2024

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2024, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on August 5, 2024, upon the following in the manner indicated:

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